


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COUNSEL PARTIES OF RECORD	
MAY 09 2019	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: 	DEPUTY

3:19-cv-00239

**EXHIBIT 1**

**FEE AGREEMENT**

**CLIENT:** Michael E. Love

**ATTORNEYS:** Michael J. Flynn, Philip Stillman,  
Flynn, Sheridan & Tabb and others designated by  
Michael J. Flynn

**RE:** Potential Claims against Brian Wilson, Irving  
Music, Abraham Somers and Others

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This Agreement is made with reference to your claims against Brian Wilson, A&M Records, Irving Music and others, Mitchell, Silberberg & Knupp, Abe Somers, and others arising from your co-authorship of Beach Boys songs and the sale of the "Sea of Tunes" catalog to Irving Music Co; and also arising out of the conduct, representations, writings and statements of Brian Wilson.

You hereby retain FLYNN, SHERIDAN & TABB (the "Attorneys") to represent you in all claims for damages arising from the event above identified and for no other purpose. All matters not covered by this Agreement attended to by the within-named Attorneys at your request shall be the subject of a separate contract.

The Attorneys shall do all things necessary to protect your interests, including the filing of suit. No settlement shall be made without your express consent. No costs or expenses, for investigation or otherwise, shall be incurred unless reasonably necessary to protect your interests.

You agree to provide a \$25,000 retainer to the Firm against which will be charged for the costs for legal services rendered and out-of-pocket disbursements on your behalf. You agree to deposit additional funds into the account to maintain the retainer balance at \$25,000 when the account value decreases to below \$7,000 at the end of any billing cycle.

Monthly billings will be submitted to you for the out-of-pocket disbursements. The amount of the monthly billing will be deducted first from any retainer on deposit.

All items of cost or expense remaining unpaid at the time of any recovery herein shall be deducted from your share of such recovery. No costs or expenses, for investigation or otherwise, shall be incurred unless reasonably necessary to protect your interests. Further, no costs or expenses of an unusually large amount will be incurred without your prior approval. As used herein, "costs and expenses" includes without limitation, copying charges, long distance telephone charges, telecopier charges, overnight delivery expenses, and filing fees required by the relevant Courts.

Attorneys' fee shall be paid according to the following schedule:

1. FIRST 3 MILLION OF RECOVERY:

- |     |                            |   |     |
|-----|----------------------------|---|-----|
| (a) | Prior to filing of case(s) | - | 15% |
| (b) | Prior to Trial             | - | 25% |
| (c) | Within 20 days of trial    | - | 30% |
| (d) | On Appeal                  | - | 35% |

2. SECOND 3 MILLION OF RECOVERY:

- |     |                            |   |     |
|-----|----------------------------|---|-----|
| (a) | Prior to filing of case(s) | - | 10% |
| (b) | Prior to Trial             | - | 25% |
| (c) | Within 20 days of Trial    | - | 28% |
| (d) | On Appeal                  | - | 30% |

3. OVER 6 MILLION OF RECOVERY:

- |     |                            |   |     |
|-----|----------------------------|---|-----|
| (a) | Prior to filing of case(s) | - | 5%  |
| (b) | Prior to Trial             | - | 20% |
| (c) | Within 20 days of Trial    | - | 25% |
| (d) | On Appeal                  | - | 28% |

If there is no recovery, Client will owe Attorneys nothing for their services herein.

For the purposes of this agreement, "recovery" shall include: (a) the gross amount paid by each responsible party at the resolution or conclusion of the litigation with each responsible party; and (b) the present value of the amount of payments expected to be received from each responsible party in the future in excess of the present value of amounts currently expected to be paid. (It being the intention of the foregoing clause to include within the definition of "recovery" the present value of any increased future royalties or license fees to be paid to Client as a result of the Attorneys' representation of Client and pursuance of the Client's claim). The present value of future payments shall be agreed upon by the Attorneys and Client at the conclusion of the lawsuit and if they are unable to agree shall be submitted to binding arbitration in accordance with the rules of the State Bar Fee

Arbitration program set out in Section 6200-6206 of the California Business and Profession Code.

If there is any dispute over the fees charged for our services, then you and the Attorneys agree to submit the controversy to binding arbitration in accordance with the Rules of the State Bar Fee Arbitration program set out in Section 6200-6206 of the California Business and Professions Code.

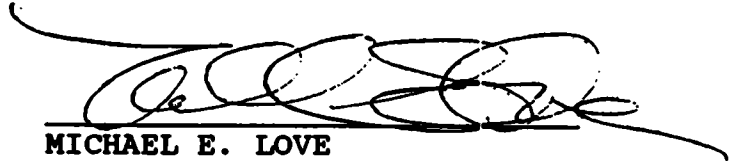
The Attorneys make no representations or warranties concerning the successful prosecution of this action or the favorable outcome of any legal action that may be filed, and do not guarantee that they will obtain compensation or reimbursement to you of any of your costs, expenses, or other damages resulting from matters out of which their claim arises. All statements of the Attorneys on these matters are STATEMENTS OF OPINION ONLY. You agree that any discussion of the merits of your claim, the likelihood of success on the merits are OPINION ONLY, and do not constitute a guarantee of the outcome, or a promise of a particular result. You further agree that your retention of the Attorneys was not based on any such representation.

Finally, while we will exercise our best judgment in providing legal services you requested, we will consult with you about our actions. In the event that disagreements arise in these areas which cannot be resolved amicably, we reserve the right to withdraw without being in breach of this agreement.

It is understood that the fees agreed upon herein are not set by law, but are the result of negotiations between the parties. By executing this Agreement, you acknowledge receipt of an executed copy hereof.

July 27 '92  
DATED

7/27/92  
DATED

  
MICHAEL E. LOVE

M. J. Flynn  
MICHAEL J. FLYNN, ESQ.  
FLYNN, SHERIDAN & TABB